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chase land of which, at one time, Toronto, now deceased was the owner; the defendant stipulating to convey a marketable title. In the course of events, after due notice of the application for letters of administration of Toronto's estate had been given, the final account of the administrator was filed and therewith an agreement by all persons claiming to be the only heirs of the deceased, waiving notice by publication or otherwise of the application for the distribution of the estate. Forthwith the probate court distributed the deceased's property among the heirs, who conveyed the land in question to the defendant. The statutes concerning probate matters provide in § 3818 that "when a petition praying for letters of administration is filed, the clerk must give notice thereof by publication or by posting, and by mailing of notices to the heirs"; and in § 3779 that "no order or decree affecting the title to real property * * * made in any probate * * * matter, shall be held to be void * * * on account of any want of notice, defect, or irregularity in the proceedings, if it appears that, before the order or decree was entered, the * * * administrator * * * was appointed by a court of competent jurisdiction, upon such notice as was or may be prescribed by law." In an action for breach of the agreement by the defendant to convey a marketable title based upon the want of notice of the application to distribute Toronto's property, it was, *Held*, (STRAUP, C. J., dissenting) that there was no breach as the omitted notice was not jurisdictional. *Barrette v. Whitney* (1909), — Utah —, 106 Pac. 522.

The court interestingly discusses the question of jurisdiction involved, citing abundant authority to sustain its decision. The essential nature of probate proceedings administering the real property of decedents is generally held to be in rem although in several jurisdictions they are in personam. WOERNER, *AMERICAN LAW OF ADMINISTRATION*, Ed. 2, § 148; *Barrette v. Whitney*, supra; *Grignon's Lessees v. Astor*, 2 How. 319; *Sheldon's Lessee v. Newton*, 3 Ohio St., 494; *Hanley v. Hanley*, 114 Cal. 690; *Wislon v. Hartford Insurance Co.*, 164 Fed. 817, 819; *Good v. Norley*, 28 Iowa 188, 193, 194. In the case under discussion, the proceeding was in rem and the notice of the application for letters of administration being duly given to the known heirs, the court had jurisdiction over the land in question for the purpose of administration; consequently, the distribution of the land among the heirs as a part of the process of administration was an exercise of the general power of the court to administer Toronto's estate. The following cases support the conclusion that the notice of application for the distribution of the deceased's property was not jurisdictional and its omission was therefore a mere irregularity. *Grignon's Lessees v. Astor*, supra; *Sheldon v. Newton*, supra, page 502; *Good v. Norley*, supra, page 208; *Mohr v. Manerie*, 101 U. S. 417, 426; *Scruggs v. Scruggs*, — Kan. —, 77 Pac. 269; *In re Hanson*, — Minn. —, 117 N. W. 235. Broadly speaking, the proposition established is that notice of trial is not jurisdictional.

LANDLORD AND TENANT—USE OF THE ROOF—SIGNS.—Plaintiff leased to defendant the first floor and basement of a building, agreeing that defendant might erect such electric sign or signs on the roof as he saw fit, which did not

interfere with such signs of other tenants. Defendant permitted, for a monthly rental, an advertising agency to erect on the roof, an electric sign which had no connection with defendant's business. Complainant files this bill for an accounting of the rent. *Held*, complainant is entitled to a decree. *Forbes v. Gorman* (1909), — Mich. —, 123 N. W. 1089.

According to the weight of authority the lessee of a portion of a building has the exclusive right to the use of the walls of that portion of the building for the purpose of advertising. 24 Cyc. 1047. A lessee of the first floor of a building has the exclusive right to use the wall for certain purposes, such as putting out signs. *Lowell v. Strahan*, 145 Mass. 1. A tenant of business property is entitled to use for his business sign the outside of the part of the building occupied by him. *Law v. Haley*, 9 Oh. Dec. (reprint) 785. But the "privilege" (*Pevey v. Skinner*, 116 Mass. 129) seems restricted to the part occupied (*Booth v. Gaithler*, 58 Ill. App. 263), and a lease seems to be strictly construed. *Hill v. Shultz*, 40 N. J. Eq. 164; *Tumbridge v. Read*, 109 N. Y. 641, 16 N. E. 534. The statement is made in the principal case that there are no cases "on all fours" with the case and a careful search by the writer failed to reveal any. The nearest discovered was a New York case which lays down the principle that a lessee for one year of an entire building, who is authorized to sublet the second and third floors, has no right to lease the roof for five years for the purpose of advertising by the use of a sign erected thereon, and a subsequent purchaser of the building who removes the sign is not liable for trespass, the case further stating that "the purpose of the roof of a building is primarily for the shelter of the tenants * * * and his right to use the roof over him is like his right to use the supporting walls of the foundation * * * and any extension of that right must be by agreement with, or license from the owner." *O. J. Gude Co. v. Farley*, 28 Misc. (N. Y.) 184, citing *Reynolds v. Van Beuren*, 155 N. Y. 120, and both cases were cited in the later case of the same nature, *Pocher v. Hall*, 50 Misc. (N. Y.) 639. As there seem to be no cases exactly in point, the Michigan court has apparently laid down the law for the first time on what promises to be, owing to the extensive use of electric signs, a source of considerable litigation.

MASTER AND SERVANT—MISREPRESENTATION OF AGE BY MINOR—EMPLOYER'S LIABILITY.—In 1904 plaintiff, then eighteen years of age, by falsely representing himself to be of age, was employed by defendant company as a brakeman. Two years later, due to the negligence of defendant company, he was injured. Plaintiff now seeks to recover damages for the injuries sustained. *Held*, that the false representations did not prevent the relation of master and servant attaching, and that there could be a recovery. *Lupher v. Atchison, T. & S. F. Ry. Co.*, — Kan —, 106 Pac. 284.

The theory of the present case is that the contract of employment induced by plaintiff's misrepresentation is not void, but voidable merely, and until the relation is terminated the plaintiff is entitled to the same protection the employer owes to all employees. In this view the case is supported by *Williams v. Illinois Cent. R. Co.* 114 La. 14, 37 South. 992; *L. S. & M. S. Ry. Co. v. Baldwin*, 19 Ohio Cir. Ct. R. 338. The opinion criticizes the rule announced